

**SERIAL 06010 S Indigent Funeral Services (NIGP 95264)**

**DATE OF LAST REVISION: November 14, 2006 CONTRACT END DATE: October 31, 2009**

**CONTRACT PERIOD THROUGH OCTOBER 31, 2009**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **INDIGENT FUNERAL SERVICES (NIGP 95264)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **October 04, 2006**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

CH/ks  
Attach

Copy to: Clerk of the Board  
Richard Vanderheiden, Public Fiduciary  
Kathy Sicard, Materials Management

SPECIFICATIONS ON INVITATION FOR BID FOR: **INDIGENT FUNERAL SERVICES [NIGP 95264]**

**1.0 INTENT:**

Maricopa County processes 350-400 indigent deaths annually. The intent of this solicitation is to source licensed funeral establishments to perform indigent funeral services for unclaimed bodies of infants, children and adults not accepted by licensed funeral establishments participating in the Maricopa County Medical Examiner's rotational system, per ARS Article 12, 11-600.

The County reserves the right to award in whole or in part, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

**2.0 REQUIREMENTS:**

**2.1 SERVICES:**

- 2.1.1 When buried, a new **C32 (standard grade)**, or better, casket shall be provided that is either metal or wood **composition**, lined with doeskin or some comparable material and complete with pillow and bed.
- 2.1.2 Should a body be cremated, all preparations shall be carried out in a dignified manner, and an appropriate container shall be used. Shipping of **cremains** (remains) is at the expense of the family. The Contractor shall store the **cremains** (remains) up to 180 days. If the remains are not claimed within 180 days of cremation, the **cremains** (remains) shall be dispersed by the mortuary in a legally appropriate manner.
- 2.1.3 The Contractor shall make application for the death certificates and obtain burial or cremation permits in accordance with state law. All documents shall be approved by the Maricopa County Health Department and be present at the time of the interment or cremation, if applicable. All associated documents shall be given to the Maricopa County Facilities Management representative present at the time of interment.
- 2.1.4 All burials or cremations shall be completed within a reasonable length of time after death, but in no instance shall it be later than 10 days after the Contractor's receipt of the authorization for burial/cremation from Maricopa County. At its discretion, Maricopa County may make exceptions to these timelines when other Maricopa County departments, such as the Medical Examiner's office or Maricopa County Hospital District facilities, are involved, or when other circumstances dictate. Any such exception must be stated in writing in advance by Maricopa County.
- 2.1.5 The Contractor shall transport the body to the gravesite or crematory in an appropriate vehicle.
- 2.1.6 Interment shall be carried out with the utmost dignity, decorum, and solemnity, with at least one agent of the Contractor in attendance.
- 2.1.7 A Maricopa County Facilities Management representative shall be present at each interment. Maricopa County may inspect the procedures of the Contractor from the time the Contractor claims the body until the grave is covered or cremation is complete. The Contractor's facility must be neat and clean and have adequate cold storage. The Contractor should provide access, **after reasonable notification is given**, for media and/or public scrutiny at any time.
- 2.1.8 Embalming services are not a provision under this contract.

2.1.9 Religious or family services are not a provision under this contract.

**2.1.10 When the decedent is eligible for burial as a Veteran the contractor shall ensure the burial conforms to proper practice(s) for Veterans.**

2.2 AUTHORIZATION TO PROCEED:

Maricopa County shall give verbal authorization, followed with written authorization, to the Contractor to claim the body and prepare it for burial or cremation after Maricopa County has determined the deceased has insufficient resources to be interred or cremated with private funds. If there is an appropriate authorizing agent, pursuant to ARS ~~32 36~~ 1365.02, identified by Maricopa County, only cremation will be authorized. Maricopa County shall pay for the service provided as identified in ATTACHMENT A (Pricing). Should Maricopa County determine the decedent referred to the program has private resources available for interment or cremation the Contractor will aggressively pursue appropriate authorization and such resources necessary (toward) paying for services. Private resources include, but are not limited to, bank accounts, real property, personal property, insurance, and personal effects. Should the Contractor refer back to the County, a case where private resources were discovered, Maricopa County shall require documentation of the Contractor's efforts to obtain the private resources.

Referrals for services shall be cared for and interred or cremated in accordance with all applicable state laws and professional ethics. At all times, a body shall be attended by and interred in the presence of ~~a funeral director licensed under the laws of the State of Arizona~~ **an authorized agent of the Contractor.**

2.3 CLAIMING BODIES:

Upon authorization from Maricopa County, the Contractor shall claim bodies from any of the following within: 24 hours of receipt of notification of authorization to proceed:

- 2.3.1 Maricopa County Forensic Science Center
- 2.3.2 Hospitals
- 2.3.3 Hospices
- 2.3.4 Care Centers/Senior Centers/Nursing Homes
- 2.3.5 Non-contracted funeral homes

The Contractor shall provide all supplies and equipment necessary when claiming a body (gloves, body bags, masks, eye protection, clean sheets, etc.)

2.4 DATES, TIMES AND BURIAL LOCATIONS:

Burials are presently performed on Thursday mornings at the White Tanks County Cemetery, 15926 West Camelback Road. Maricopa County also maintains the Twin Buttes Cemetery, 2000 South Priest Drive, Tempe; which is presently inactive.

**Veterans and their eligible dependents will be buried at the Veteran's National Cemetery, 23029 N. Cave Creek Road, Phoenix. The mortuary shall coordinate the date and time of burial with the cemetery and shall assure the burial takes place in accordance with ARS 36-831.**

Dates, times and location may be changed as determined by Maricopa County.

2.5 CREMATION:

2.5.1 Maricopa County shall determine whether or not a body is cremated.

2.5.2 Maricopa County shall only provide for cremation when a person whom Maricopa County recognizes as being legally qualified is willing to authorize the cremation per ARS 32-1365.02.

2.5.3 The Contractor shall be responsible for obtaining written consent for cremation from the appropriate authorizing agent, as recognized by Maricopa County.

2.5.4 Any crematory (ies) providing services under this Contract shall be licensed per ARS Title 32, Article 6, 32-1393.

2.6 FUNERAL ESTABLISHMENT QUALIFICATIONS:

Any funeral establishment(s) providing services under this Contract shall be licensed per ARS Title 32, Chapter 12, Article 4.

2.7 MARICOPA COUNTY LIABILITY:

Maricopa County shall not be liable for services provided to a body claimed at Maricopa County's request, which is subsequently removed by a private licensed funeral director. All such services provided prior to transfer shall be billed to the private funeral director.

2.8 DELIVERY:

It shall be the Contractor's responsibility to meet the County's requirements, as called for in the Requirements Section (2.0). Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to perform and any price differential will be charged against the Contractor.

2.9 INVOICE:

Prior to Maricopa County's payment to the Contractor, the Contractor shall furnish Maricopa County an itemized invoice for services performed, and an affidavit, properly sworn to, stating that these specifications have been strictly adhered to, and that the Contractor has not received, and will not receive, any money or other type of compensation from any party for the services for which Maricopa County is paying. Contractor shall also avow that they have applied for and completed all paperwork required for the issuance of a death certificate.

All invoices shall contain the following information:

Decedent name and date of death  
Copy of the Maricopa County authorization form  
~~Date of interment and location of interment~~  
**Date and location of interment or cremation**  
Contracted amount for the service provided.

Should an oversize casket be required, the invoice shall include proof of body weight/size and the size of oversized casket required.

Invoices shall be mailed to:

Maricopa County Public Fiduciary  
ATTN: Burial Coordinator  
111 West Monroe Suite 500  
Phoenix, AZ 85003

2.10 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

2.11 NON-COMPLIANCE:

Non-compliance with any of these specifications may be the basis for nonpayment by Maricopa County. Any departure or exception to these specifications shall be approved in advance and in writing by Maricopa County.

**3.0 SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 ESCALATION:

Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract Anniversary date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and fall within the Consumer Price Index. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

3.4 INDEMNIFICATION AND INSURANCE:

3.4.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.4.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.4.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

3.4.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.4.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

3.4.3 Certificates of Insurance.

3.4.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

3.4.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.4.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.5 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 W. LINCOLN ST.  
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

CHARLES HINEGARDNER, Procurement Consultant, 602-506-6476  
(chinegar@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

**Roger Coventry** ~~Shari Tomlinson~~ Maricopa County Public Fiduciary, 602-506-~~5801~~ **5925**

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.6 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.7 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

**Respondents are to provide two (2) copies of ATTACHMENT A, B, C, any Required Submittals, and a signed ADDENDA Face Page of the Solicitation (if applicable). ATTACHMENT B must bear original signatures. ATTACHMENT A (Pricing) must also be on a CD in an Excel format.** Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

3.8 REQUIRED SUBMITTALS:

The following information shall be submitted as part of the Response. Failure to provide all the required submittals will cause the bid to be considered non-responsive:

3.8.1 Two copies of the following:

- 3.8.1.1 Attachment A - Pricing
- 3.8.1.2 Attachments B - Agreement Page (with original signatures)
- 3.8.1.3 Attachment C - References
- 3.8.1.4 Signed ADDENDA Face Page of Solicitation (if applicable)
- 3.8.1.5 Permits, Licenses (Section 2.6)

3.8.2 One copy of Attachment A – Pricing on a CD formatted in EXCEL



**3.9 MARICOPA COUNTY VENDOR REGISTRATION**

Each Vendor shall register online following the procedures identified in EXHIBIT 1 – VENDOR REGISTRATION PROCEDURES. Upon completion of registration a ten (10) character Identification Number, beginning with the letter “W” followed will be assigned. This Identification Number shall be included in ATTACHMENT A (Pricing) where indicated. Bids submitted without this number may be deemed non-responsive and not considered for award.

**3.10 EVALUATION CRITERIA:**

The evaluation of this Bid will be based on, but not limited to, the following:

- 3.10.1 Compliance with specifications
- 3.10.2 Price
- 3.10.3 Determination of responsibility

**HARPER FUNERAL HOME, 1246 E JEFFERSON ST, PHOENIX, AZ 85034**

**PRICING SHEET: S072601/B0700190/N95264**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☒ YES ☐ NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? ☒ YES ☐ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

All Indigent Burials East of Central

PRICING:	DESCRIPTION	PRICE PER SERVICE
1.0	Burial	
1.1	Premature/Still born Child (Up to 6 mo.of age)	\$ <del>275.00</del> <del>345.00</del> /each
1.2	Body weighing up to 250 lbs.	\$ 690.00 /each
1.3	Body weighing between 251 to 400 lbs.	\$ 890.00 /each
1.4	Body weighing over 400 lbs.	\$ 1,090.00 /each
2.0	Cremation	
2.1	Premature/Still born Child (Up to 6 mo.of age)	\$ <del>275.00</del> <del>345.00</del> /each
2.2	Body weighing up to 250 lbs.	\$ <del>490.00</del> <del>520.00</del> /each
2.3	Body weighing between 251 to 400 lbs.	\$ <del>690.00</del> <del>715.00</del> /each
2.4	Body weighing over 400 lbs.	\$ <del>890.00</del> <del>915.00</del> /each
3.0	Other	PRICE
3.1	Oversized Casket (required for):	
	Body weighing between 251 to 400 lbs.	\$ <del>200.00</del> <del>250.00</del> /each
	Body weighing over 400 lbs.	\$ <del>400.00</del> <del>500.00</del> /each

Terms: Net 20

Vendor Number: W000008032 X

Telephone Number: 602-243-3961

Fax Number: 602-257-0366

Contact Person: Darrin Harper

E-mail Address: [darrinjarper@harperfh.com](mailto:darrinjarper@harperfh.com)

Certificates of Insurance Required

Contract Period: To cover the period ending **October 31, 2009.**

**LA PAZ FUNERAL HOME, 935 E INDIAN SCHOOL ROAD, PHOENIX, AZ 85014**

**PRICING SHEET: S072601/B0700190/N95264**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☒ YES ☐ NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? ☒ YES ☐ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

All Indigent Burials West of Central

PRICING:	DESCRIPTION	PRICE PER SERVICE
1.0	Burial	
1.1	Premature/Still born Child (Up to 6 mo.of age)	\$ 275.00 /each
1.2	Body weighing up to 250 lbs.	<del>\$ 690.00</del> <del>700.00</del> /each
1.3	Body weighing between 251 to 400 lbs.	<del>\$ 890.00</del> <del>900.00</del> /each
1.4	Body weighing over 400 lbs.	<del>\$ 1,090.00</del> <del>1,100.00</del> /each
2.0	Cremation	
2.1	Premature/Still born Child (Up to 6 mo.of age)	\$ 275.00 /each
2.2	Body weighing up to 250 lbs.	\$ 490.00 /each
2.3	Body weighing between 251 to 400 lbs.	\$ 690.00 /each
2.4	Body weighing over 400 lbs.	\$ 890.00 /each
3.0	Other	PRICE
3.1	Oversized Casket (required for):	
	Body weighing between 251 to 400 lbs.	\$ 200.00 /each
	Body weighing over 400 lbs.	\$ 400.00 /each

Terms: Net 90

Vendor Number: W000008015 X

Telephone Number: 602-743-1000

Fax Number: 602-253-6761

Contact Person: Graciela Harding

E-mail Address: [tharding@lapazfh.com](mailto:tharding@lapazfh.com)

Company Web Site: [www.lapazfh.com](http://www.lapazfh.com)

Certificates of Insurance Required

Contract Period: To cover the period ending **October 31, 2009.**